

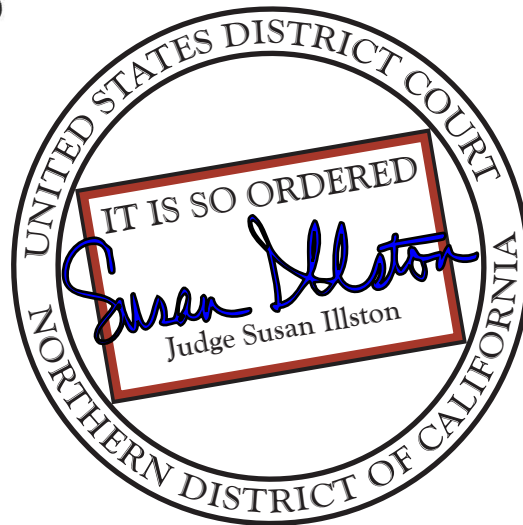
Jacqueline Perry (State Bar No. 218367)
jperry@perryfraser.com
Neil J. Fraser (State Bar No. 125651)
nfraser@perryfraser.com
PERRY FRASER LLP
945 Mayo Street
Los Angeles, CA 90042
Telephone: (213) 324-4206

Attorneys for Plaintiff
NATTO IYELA GBARABE

Robert A. Mittelstaedt (State Bar No. 60359)
ramittelstaedt@JonesDay.com
Caroline N. Mitchell (State Bar No. 143124)
cnmitchell@JonesDay.com
JONES DAY
555 California Street, 26th Floor
San Francisco, CA 94104
Telephone: 415.626.3939
Facsimile: 415.875.5700

Christopher H. Domingo (*pro hac vice*)
chdomingo@JonesDay.com
JONES DAY
717 Texas, Suite 3300
Houston, TX 77002
Telephone: 832.239.3939
Facsimile: 832.239.3600

Attorneys for Defendant
CHEVRON CORPORATION



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NATTO IYELA GBARABE,

Plaintiff,

v.

CHEVRON CORPORATION,

Defendant.

Case No. 14-cv-00173-SI

**JOINT STIPULATION OF
DISMISSAL**

1 Whereas, Natto Iyela Gbarabe is the only plaintiff named in the operative complaint
2 (ECF 99);

3 Whereas, plaintiff brought claims against Chevron Corporation in his individual capacity
4 and on behalf of a purported class;

5 Whereas, the Court denied plaintiff's motion for class certification on March 13, 2017
6 (ECF 250);

7 Whereas, plaintiff does not intend to pursue his individual claim against Chevron
8 Corporation or any of its subsidiaries, affiliates, officers, directors, employees or other agents
9 (hereinafter "Chevron");

10 Whereas, plaintiff, of and for himself alone, desires to dismiss the operative complaint;

11 Whereas, plaintiff wants to ensure that his dismissal will not constitute an adjudication on
12 the merits as to the original or any purported class;

13 Whereas, the parties agree that this dismissal is not an adjudication on the merits as to
14 anyone but plaintiff;

15 Whereas, Chevron Corporation is willing to waive its claim for costs and fees.

16 ACCORDINGLY, IT IS HEREBY STIPULATED that plaintiff shall release and not
17 pursue any claim against Chevron as broadly defined above, and hereby dismisses his complaint
18 with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). In exchange for
19 plaintiff's agreement to dismiss this action with prejudice, Chevron agrees that the dismissal will
20 not constitute an adjudication on the merits as to any other individuals in the putative class,
21 certification of which the Court denied, or as to any individual, other than Gbarabe, or any
22 putative class in any lawsuit that may be filed subsequent to this dismissal regarding the facts
23 alleged in this lawsuit. Chevron further agrees that it will not rely on this dismissal as a basis to
24 assert *res judicata* or claim and/or issue preclusion arguments in any future lawsuit brought by
25 any other plaintiff or putative class related to the facts alleged in the operative complaint. Each
26 party will bear its own attorneys' fees and costs.
27
28

1 Dated: July 31, 2017

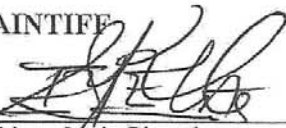
PERRY FRASER LLP

2
3 By: /s/ Neil Fraser
Neil Fraser

4 *Counsel for Plaintiff NattoIyelaGbarabe*

5
6 Dated: July 30, 2017

PLAINTIFF

7
8 By: 
NattoIyelaGbarabe

9 *Plaintiff*

10
11 Dated: August 1, 2017

JONES DAY

12
13 By: /s/ Robert A. Mittelstaedt
Robert A. Mittelstaedt

14 *Counsel for Defendant Chevron Corp.*

15
16
17 SIGNATURE ATTESTATION

18 I hereby attest that concurrence in the filing of this document has been obtained from all
19 persons whose signatures are indicated by a "conformed" signature (/s/) within this e-filed
20 document.

21 Dated: July 31, 2017

PERRY FRASER LLP

22 By: /s/ Neil Fraser
Neil Fraser

23
24 *Counsel for Plaintiff NattoIyelaGbarabe*

25 NAI-1502682812v3